

EXHIBIT 17



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March 9, 2025

SENT VIA EMAIL

Att: Kenneth Eade and
Michael Brandt
Amazon Sellers Attorney
9350 Wilshire Blvd.
Beverly Hills, CA 90212
info@AmazonSellers.Attorney
Michael@AmazonSellers.Attorney

Re: Response to February 26, 2025 Correspondence and Demand for Immediate Withdrawal of Unauthorized Trademark Application

Dear Messrs. Eade,

This firm represents Nexa Nova Technologies Ltd., Yan Ardatovskiy, and Stepan Burlakov (collectively, the “Nexa Nova Parties”). Please direct all further correspondence regarding these matters to my office. This letter responds to your February 26, 2025, correspondence.

We unequivocally deny all allegations of unauthorized use of the computer program “Rail Ninja: Train Tickets; Book Railway Tickets Worldwide” on the website <http://railmonsters.com> and its associated mobile applications. The Rail Monsters website and apps were developed independently using entirely different technology, APIs, user interfaces, and backend systems, and they do not infringe any of your client’s rights.

We take such allegations seriously and request you to immediately produce specific evidence of your alleged infringement, including detailed descriptions of the purportedly infringing content and a clear explanation of how it violates Mr. Shirokov’s rights.

Furthermore, your baseless allegations expose you to serious legal consequences. We are fully prepared to vigorously defend our position and pursue all available remedies.



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Unauthorized Usage – Frontend Work Only

On May 4, 2023, your client, Vyacheslav Shirokov (“Mr. Shirokov”), entered into a contract with Develup, represented by Yan Ardatovskiy (“Mr. Ardatovskiy”), under which Develup was hired as an independent contractor to perform frontend development and design work for the Rail Ninja mobile application. Develup’s engagement was *expressly limited to frontend tasks; it neither developed nor had access to any backend code of Rail Ninja and/or Mr. Shirokov*.

Importantly, Rail Monsters developed its backend entirely from scratch, using different technology, APIs, and user interfaces, without any reliance on Nexa Nova / Mr. Ardatovskiy’s work. Therefore, any allegation of “unauthorized usage” is factually and legally untenable.

Allegations of Non-Disclosure Agreement Breach

The allegations asserting that my client breached a non-disclosure agreement are entirely without merit. First, the purported agreement in question was executed solely between Firebird GT Limited and Mr. Ardatovskiy, and its subject matter is ambiguous—it fails to clearly identify the specific project or confidential information to which it purportedly applies. Consequently, it cannot be properly invoked to address any current issues in this matter.

Moreover, my client categorically denies using or disclosing any of your client’s confidential information. As detailed above, the software underlying Rail Monsters’ website and applications was developed completely independently, without reliance on or incorporation of any proprietary or confidential information from your client.

Additionally, should your client attempt to assert a claim based on an alleged NDA breach, such claims must be brought *in Hong Kong* pursuant to Section 6, Subdivisions (h) and (i) of the agreement.

Regardless, my client is fully prepared to defend vigorously against these baseless allegations



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and will seek all appropriate remedies, including damages and attorney's fees as provided under Section 6, Subdivision (g) of the agreement.

Unauthorized USPTO Trademark Application


We request the immediate withdrawal of your client's unauthorized trademark application filed with the USPTO on February 24, 2025, seeking to register the "Rail Monsters" trademark. ***In filing the application, your client submitted a sworn statement asserting that no other party has the right to use the mark in commerce. You were expressly warned that any willful false statements are punishable by fine, imprisonment, or both under 18 U.S.C. § 1001.***

It is evident that, at the time of filing, you and your client were fully aware that Rail Monsters had already been using the trademark in commerce recorded by your cease-and-desist letter dated February 26, 2025, which acknowledged a prior relationship between our clients. Your client's filing is clearly an attempt to stifle competition and was submitted for improper, anti-competitive purposes.

We hereby demand that you withdraw the application immediately, and no later than five (5) days from the date of this correspondence. Failure to comply will compel us to file a lawsuit alleging fraud and other causes of action under 18 U.S.C. § 1001, seeking all available damages. We will also vigorously oppose the USPTO application on the grounds of willful misrepresentation and reserve the right to report this conduct to the State Bar of California.

If you have any questions or require further clarification, please contact me immediately.

By:



Pavel Kolmogorov, Esq.
Attorney for Nexa Nova Parties